

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

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DATE FILED: 10/29/2021

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MARCUS YOUNG, *individually and on* :
behalf of all other persons similarly situated, :

Plaintiff, :

-against- :

**THE NEW YORK CITY DEP'T OF
EDUCATION,** :

Defendant. :
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20-cv-8564-ALC-SN

ORDER

ANDREW L. CARTER, JR., United States District Judge:

The Court is in receipt of the fairness letter filed by the parties on September 2, 2021. ECF No. 31. The parties have represented to the Court that there is no written settlement agreement. The Court has reviewed the fairness letter, as required by *Cheeks v. Freeport Pancake House, Inc.*, 796 F.3d 199 (2d Cir. 2015), and concludes that the settlement is fair and reasonable.

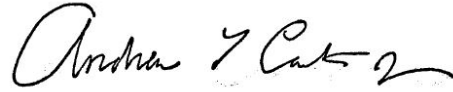
It is well-settled in this Circuit that *Cheeks* requires parties filing a stipulation of dismissal with prejudice to submit a settlement agreement and fairness motion demonstrating that the agreement is fair and reasonable under the Fair Labor Standards Act (FLSA). *Id.* However, according to the joint fairness letter filed by the parties, in the present case, “[p]laintiff and other putative class members brought suit solely because they did not receive their biweekly paychecks during the first months of the [COVID-19] pandemic.” ECF No. 31 at 1. They further represented to the Court that this case is “much less about a settlement as it is about the resolution of an unexpected payroll distribution problem brought on by the pandemic.” *Id.* Plaintiff and “all affected DOE workers” have “received all of their wages and been made whole;” Plaintiff’s counsel is not seeking fees or costs; and there is no written settlement agreement containing

release, confidentiality, or non-disparagement provisions, seeking professional fees or costs, or that would otherwise raise concerns with settlement agreements articulated in *Cheeks*.

Accordingly, under the unique circumstances presented in this case, the Court hereby **APPROVES** the agreement between the parties as fair and reasonable.

SO ORDERED.

Dated: October 29, 2021
New York, New York

A handwritten signature in black ink, appearing to read "Andrew L. Carter, Jr.", written over a horizontal line.

ANDREW L. CARTER, JR.
United States District Judge